

FOREWORD

Our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We simply ask the same consideration of you. We have written the following affiliate agreement with you in mind, as well as to protect our company's good name. So please bear with us as we take you through this legal formality. If you have any questions, please let us know. We are strong believers in straight-forward and honest communication. For quickest results please email us at affiliates@zionhealth.org. You can also reach us via phone, toll-free: 1-888-920-9466.

AFFILIATE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT. YOU MAY PRINT THIS PAGE FOR YOUR RECORDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ZION HEALTH. BY SUBMITTING THE ONLINE APPLICATION, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1 Overview

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate of Zion Health's Affiliate Program. The purpose of this Agreement is to allow HTML linking between your web site and the Zion Health's website, and your ability to promote and share Zion Health with your network, database or future contacts, via marketing online or in person. Please note that throughout this Agreement, "we," "us," and "our" refer to Zion Health, and "you," "your," and "yours" refer to the affiliate.

2 Affiliate Obligations

2.1. To begin the enrollment process, you will complete and submit the online application at the ZionHealth.org/affiliate website. The fact that we auto-approve applications does not imply that we may not re-evaluate your application at a later time. We may reject your application at our sole discretion. We may cancel your application if we determine that your website or actions are unsuitable for our Program, including if it: Promotes sexually explicit materials, Promotes violence, Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, Promotes illegal activities, Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law. This Includes Zion Health or variations or misspellings thereof of our name or domain name. Is otherwise in any way unlawful, harmful,

threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion. Contains software downloads that potentially enable diversions of compensation from other affiliates in our program. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are Zion Health or any other affiliated business.

2.2. As a member of Zion Health's Affiliate Program, you will have access to an Affiliate Account Manager. Our Affiliate Account Manager is here to provide support and best practices. Zion Health will provide you with the appropriate links to track your referrals within the Zion Health website. We will also provide a logo file. In order for us to accurately keep track of all registrations from your site to ours, potential members must use your link that we provide.

2.3. Zion Health reserves the right, at any time, to review your placement and approve the use of Your Links and require that you change the placement or use to comply with the guidelines provided to you.

2.4. The maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.

2.4.1. Our Branding Guide is available to you upon your request. You agree to utilize our brand outline and maintain the brand feel one content that represents Us.

2.5. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third-party rights.

b We do offer the use of branded images. These images are for the sole purpose of representing Zion Health. You may not utilize these images in any other way. To access images please request them from your Affiliate Manager.

3 Zion Health Rights and Obligations

3.1. We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our web site are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the Zion Health Affiliate Program.

3.2. Zion Health reserves the right to terminate this Agreement and your participation in the Zion Health Affiliate Program immediately and without notice to you should you commit fraud in your use of the Zion Health Affiliate Program, or should you abuse this program in any way. If such fraud or abuse is detected, Zion Health shall not be liable to you for any commissions for such fraudulent sales.

3.3. This Agreement will begin upon our acceptance of your Affiliate application and will continue unless terminated hereunder.

4 Termination

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate upon any breach of this Agreement by you if not cured within 30 days.

5 Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Zion Health's Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in Zion Health's Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

6 Payment

Zion Health Pays monthly Direct Deposit via ACH into your bank account. For tax reporting purposes we require form

W9 - IRS, Request for Taxpayer Information be submitted and maintained by you. For details on compensation please see Schedule A, to review the payment terms and conditions. Please fill out Schedule B, which provides authorization and payment information.

7 Access to Affiliate Sales Information

Zion Health will issue you a monthly statement typically the week of the 10th of each month. This report will list all the members who have joined Zion Health through your referral link.

7.1. If you have any questions about your list of members contact your Affiliate Account Manager.

7.2. If members are missing from your list of enrollees, then the following process needs to be followed.

7.2.1. Contact affiliate@zionhealth.org to submit the members name. We will research their membership status and confirm with them how they were introduced to Zion Health.

8 Promotion Restrictions

8.1. You are free to promote your own web sites, but naturally any promotion that mentions Zion Health could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by Zion Health. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote Zion Health so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote Zion Health so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your web sites as independent from Zion Health. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the Zion Health Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

8.2. Affiliates that use keywords or exclusively bid in their Pay-Per-Click campaigns on keywords such as, Zion Health, Zion Healthshare, www.zionhealth.org, and/or any misspellings or similar alterations of these – be it separately or in combination with other keywords – and do not direct the traffic from such campaigns to their own website prior to re-directing it to ours, will be considered trademark violators, and will be banned from Zion Health’s Affiliate Program. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our affiliate program without prior notice, and on the first occurrence of such PPC bidding behavior.

8.3. Affiliates are not prohibited from keying in prospect’s information into the lead form as long as the prospects’ information is real and true, and these are valid leads (i.e. sincerely interested in Zion Health’s service).

8.4. Affiliate shall not transmit any so-called “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-under” to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Merchant’s site (i.e., no page from our site or any of Zion Health’s content or branding is visible on the end-user’s screen). As used herein a. “Parasiteware™” and “Parasitic Marketing” shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Zion Health site in IFrames, hidden links and automatic pop ups that open Zion Health’s site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

9 Grant of Licenses

9.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of Zion Health’s Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of Zion Health and the goodwill associated therewith will inure to the sole benefit of Zion Health.

9.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

10 Disclaimer

ZION HEALTH MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING ZION HEALTH SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF ZION HEALTH’S ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

11 Representations and Warranties

You represent and warrant that:

11.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.

11.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party.

11.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

12 Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL ZION HEALTH'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

13 Indemnification

The Parties hereby agree to mutually indemnify and hold harmless each other party, and their respective subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

14 Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer

information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

15 Miscellaneous

15.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Zion Health. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or any other of Your Site or otherwise, that reasonably would contradict anything in this Section.

15.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

15.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without regard to the conflicts of laws and principles thereof.

15.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

15.5. This Agreement represents the entire agreement between us and you and shall supersede all prior agreements and communications of the parties, oral or written.

15.6. The headings and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

AFFILIATE

Print Name _____

Signature _____

Date _____

Schedule A: Compensation

All information related to Affiliate’s compensation is confidential. Disclosure by Affiliate of any information related to its compensation structure set forth herein to a third party, without Zion Health’s prior written consent, may result in a reduction of Affiliate’s compensation, as well as all recourses provided in this Agreement. In the event Affiliate disagrees with the correctness or completeness of any paycheck, Affiliate agrees to provide written notice of said disagreement within 10 days of receipt of the paycheck in question. Any paycheck that is not timely disputed shall be conclusively presumed to be full compensation for all services rendered and all commissions earned by Affiliate up to and including the period covered by said paycheck and any additions or deductions on the paycheck shall be conclusively presumed to be approved and authorized by Affiliate. Affiliate hereby authorizes Zion Health to deduct any amounts owed to Zion Health by Affiliate from any paycheck due to Affiliate pursuant to the terms of this Agreement. Affiliate acknowledges that Zion Health may change this compensation structure from time to time in its sole discretion. In the event compensation changes, Zion Health shall give Affiliate at least thirty (30) days’ prior written notice of the effective date of any such change.

1. **COMMISSION.** Zion Health will pay Affiliate on a pure commission basis, as is set forth below, for each new customer who purchases services from Zion Health through Affiliate (each a “**Commissionable Sale**”). Affiliate will be eligible to receive a commission on each Commissionable Sale (the “**Commission**”) in the following amounts based upon the following characteristics:

- a) **Direct Membership** - 5% of the monthly membership dues collected by Zion Health as a result of a Commissionable Sale of a Zion Health Individual Membership.¹
- b) **Worksite Membership** - \$10 per month for every active Primary Member of a Zion Health Group Membership added as a result of a Commissionable Sale.²
- c) **Direct Primary Care Membership** - A monthly Commission in the following amounts for new members who have existing primary direct care memberships with a doctor, licensed physician or provider:
 - i. \$10 per month for each Individual Member added as a result of a Commissionable Sale for so long as such Individual Member is active.
 - ii. \$15 per month for each Member with Spouse or Child(ren) added as a result of a Commissionable Sale for so long as such Member with Spouse or Child(ren) is active.
 - iii. \$20 per month for each Member Family added as a result of a Commissionable Sale³

2. **COMPENSATION TERMS.** Affiliate shall provide Zion Health with all information, and execute any documents, necessary to enable Zion Health to electronically remit to Affiliate any amounts payable to Affiliate in accordance with this Agreement. Zion Health shall pay Commissions due to Affiliate under this Agreement monthly as earned. Affiliate agrees and understands that a minimum membership is required for compensation of five (5) active households. Once affiliate meets the requirement of five (5) active households, the affiliate will be paid a one-time \$100 New Affiliate Bonus.

3. **CHARGEBACK STIPULATION.** In the event Zion Health deems any commissions paid to be un-commissionable or invalid, Zion Health is authorized by the Affiliate to withhold or collect any said commissions from the Affiliate. This is to include but is not limited to any commissions paid to the Affiliate for any sale that has not been paid in full.

¹ The term “**Individual Membership**” shall have the meaning ascribed to it in Zion Health’s Membership Guidelines.

² The terms “**Primary Member**” and “**Group Membership**” shall have the meanings ascribed to them in Zion Health’s Membership Guidelines.

³ The terms “**Individual Member**”, “**Member with Spouse or Child(ren)**”, and “**Member Family**” shall have the meanings ascribed to them in Zion Health’s Membership Guidelines.



AFFILIATE AGREEMENT

Payment Authorization & Direct Deposit

I authorize Zion Health to deposit my compensation automatically to the accounts(s) indicated below and, if necessary, to adjust or reverse a deposit for any payment entry made to my account in error. This authorization will remain in effect until I cancel it in writing and in such time as to afford Zion Health a reasonable opportunity to act on it.

AFFILIATE

Business Name _____ Tax ID or SSN _____

Address _____

DIRECT DEPOSIT

Name on bank account _____

Bank account number _____ Checking ____ Savings ____

Bank routing number _____

SIGNATURE _____ Date _____